

Service Agreement



Carl Zeiss MicroImaging, Inc.
One Zeiss Drive
Thornwood, NY 10594
Phone: 800-633-6610

CZI STOCK ON MEMO ACCOUNT
ONE ZEISS DRIVE
THORNWOOD , NY 10594

Contract #: 42001787

Coverage Period: 10/18/2006 to 10/17/2007

P/O #:

Date of Issuance: 10/18/2006

TERMS OF AGREEMENT

This Service Agreement's total value is **\$0.00** for a 1 year Agreement.

COVERAGE DETAILS

General Advanced Image Microscope Service Coverage includes:

- Scheduled and Emergency service performed between the hours of 8:00am and 5:00pm Monday through Friday, excluding Carl Zeiss MicroImaging, Inc. holidays
- All travel charges within the continental U.S.A. (For contracts outside the continental U.S.A. please contact your regional service manager for pricing)
- One (1) * preventive maintenance inspection per Service Agreement year
- All replacement parts *, except consumable items
- Applications Support
- Software upgrades when available
- Factory trained Field Service Representatives

* See Attachment # 2

DESCRIPTION OF SERVICE

Please see Attachment # 1 for Equipment Detail

ACCEPTANCE

This Agreement is Subject to the Terms on Page 2.

Signature of Authorized Zeiss Agent

Print Name and Title

Date

Signature of Authorized Customer Agent

Print Name and Title

Date



TERMS AND CONDITIONS

1. ZEISS DUTIES

Starting on the Effective Date as stated on page 1 of this document and during the term of the Agreement, Carl Zeiss MicroImaging, Inc. ("Zeiss") will provide the following services:

- 1.1 Scheduled Preventive Maintenance. Zeiss will provide preventive maintenance and calibration inspections for the equipment specified in the Equipment Details section of this document, ("Equipment") and those actions which Zeiss considers necessary to insure the Equipment performs properly. These services will be provided at the customer's facilities as specified on the Customer Details section of this document ("Customer's Facilities") during Zeiss's normal working hours, (8:00 AM to 5:00 PM local time Monday through Friday, except Zeiss recognized holidays) ("Normal Hours"). Preventive maintenance inspections may be performed while other services are being provided under this Agreement.
- 1.2 Remedial Maintenance During Normal Hours. Zeiss will provide remedial maintenance necessary to maintain the equipment in good working order upon the customer's request. Unless specified otherwise on page 1 of this document, remedial maintenance will be performed at the Customer's Facilities during Normal Hours.
- 1.3 Remedial Maintenance Outside of Normal Hours. Remedial maintenance will be provided outside Normal Hours at customer's request only, at an additional charge for overtime labor, travel and expenses. There will be a minimum labor charge of two hours for all maintenance performed outside Normal Hours.
- 1.4 Maintenance Parts. When specified in the Customer Details section, Zeiss will provide all necessary replacement parts to maintain the Equipment. See attachment 2 for details and limitations on parts coverage. Replacement parts will be new parts or rebuilt parts, which in Zeiss' judgment, are of equal performance and quality to new parts. Zeiss will take possession of all replaced parts, unless otherwise agreed.

2. EXCLUSION FROM MAINTENANCE DUTIES

Zeiss' obligations under this agreement do not apply:

- (a) If the need for services or parts arises from (i) any intentional acts or negligence of Customer's employees, agents or invitees, (ii) anyone other than Zeiss authorized personnel attempting to repair or service the Equipment (iii) use of special attached or devices not provided by Zeiss or (iv) misuse of the Equipment, including, without limitation, use of the Equipment for any application or function for which it was not designed.
- (b) To accessories, attachments, supplies, machines or other devices not furnished by Zeiss or electrical work external to the Equipment.
- (c) To maintenance required to repair damage resulting from Customer's transportation of the Equipment, or any Excusing Event (as defined in Paragraph 4 of these Terms and Conditions).

3. RESPONSIBILITIES OF CUSTOMER

Customer must provide Zeiss reasonable access to the Equipment to perform the services required under this agreement. Zeiss will work with the customer to schedule maintenance and prevent delays. However, Customer may be billed at prevailing labor rates for lost time and travel if Zeiss is not permitted reasonable access to the Equipment.

Customer must pay the total amount due for this Agreement including all applicable Federal, State and Local taxes, within 30 days of invoice. Payment for services outside Normal Hours or for work performed outside the scope of this Agreement, such as those instances described in paragraph 2, must be paid within 30 days of invoice.

Customer must provide a knowledgeable representative with signature authority to accept the satisfactory completion of work performed and to authorize billing when services are provided outside Normal Hours.

4. EXCUSED PERFORMANCE

Zeiss shall not be liable for any failure to perform or delayed performance of any part of this agreement if such performance is prevented, hindered, or delayed by reason of any cause beyond the reasonable control of Zeiss ("Excusing Event") including, without limitation, labor disputes, strikes, other industrial disturbance, acts of God, floods, shortages of materials, earthquakes, casualty, war, acts of the public enemy, riots, insurrections, public health risk, quarantine, embargoes, laws, blockages, actions, restrictions and regulations or orders of any government, government agency or subdivision.

5. ADDITIONAL EQUIPMENT

This agreement only applies to the Equipment defined in the Equipment Details section and not to any new Zeiss products purchased during the term hereof. New pieces of Zeiss equipment can be added to this Quotation/ Agreement upon mutual agreement. The Annual Service Rate for each new piece of equipment which may be added to this agreement will be the standard service rate in effect on the date the new equipment is to be added under this agreement. The Total Annual Service Charge will be adjusted to reflect the Annual Service Rate charge for the new equipment.

6. WARRANTY: DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

6.1 Warranty: Disclaimer of warranty. Zeiss warrants that: (a) the services described in Section 1 of these Terms and Conditions will be free from defects in material and workmanship at the time of installation. ZEISS MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO SERVICE OR PARTS PROVIDED BY ZEISS PURSUANT TO THIS SERVICE AGREEMENT.

6.2 Remedy: Limitation of Liability. If Zeiss breaches any warranty or obligation under this Agreement; its sole obligation will be to make all necessary adjustments, repairs and replacements in accordance with the terms of this Agreement and to replace any defective parts installed under this Agreement. Zeiss shall have no liability for damages under this agreement in connection with any non-functioning or malfunctioning unit of Equipment unless such Equipment fails to function properly for a period of three consecutive months. If the Equipment fails to function properly for such three months period, Zeiss' total liability under this Service Agreement shall be limited to general money damages in an amount not to exceed the prorated Annual Service Rate paid by Customer attributable to such non-function or malfunctioning Equipment for the period which the Equipment fails to function properly. ZEISS WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER INCLUDING WITHOUT LIMITATION, LOSS OF USE OF THE EQUIPMENT OR LOSS OF PROFITS.

7. EQUIPMENT LOCATION

The Equipment is located at Customer's Facilities as described in the Customer Details section of this document. Any subsequent resale or removal to a new location without Zeiss' prior approval may result in immediate cancellation of this Agreement.

8. TERMINATION

The term of this Agreement is stated in the Customer Detail section. This Agreement may also be terminated:

- (a) At any time upon mutual consent in writing;
- (b) By either party in the event of default by the other party which remains uncorrected for 90 days after notice of such default is given to the defaulting party;
- (c) By either party upon giving 90 days prior written notice to the other party. A penalty in the amount of 25% of the contract value of the remaining balance of the contract will be billed to the customer upon termination.

9. MISCELLANEOUS

9.1 Assignment. Customer may not assign its rights and obligations under this Agreement in full or in part by operation of law or otherwise, without Zeiss' prior consent. Zeiss will not assign its rights or obligations under this Agreement without prior notice to Customer.

9.2 Waiver. If either party fails to exercise a right or insist on strict performance under this Agreement on one occasion, that party will not be precluded from exercising that right, or insisting on performance of that obligation on any other occasion; nor will this Agreement be modified in any way by such failure to exercise a right or insist on strict performance under this Agreement.

9.3 Written Agreement. This Agreement supersedes any prior agreements, written or oral, between the parties, contains the entire understanding between the parties and except as provided herein, may be amended or altered only by a mutually signed writing.

9.4 Governing Law. This Agreement will be interpreted under the substantive laws of the State of New York. The venue and procedural laws applying to any conflict arising from this Agreement will be determined by a court of competent jurisdiction.

9.5 Inspection. Any Equipment under a service agreement which has expired may require a site inspection by Zeiss to determine the operating status of the equipment in question. The charges associated with this inspection will be billed at the applicable time and materials rate.

9.6 Unenforceable Provisions. If any part of this Agreement or its application becomes illegal, unenforceable, or void, such provision will be changed and interpreted so as to best accomplish the objectives of that provision to the extent allowed by law, and the remaining provisions of this Agreement will continue in full force and effect.

9.7 Counterparts and Facsimile Signature. This Agreement may be signed in any number of counterparts, but will be considered duly executed when signed by both parties. The parties agree that this Agreement may be duly executed by faxed signatures, provided original documents are provided within 30 days thereafter.

9.8 Controlling Terms. The terms and conditions of this Agreement will supersede any provisions, terms and conditions contained on any confirmation or purchase order, acceptance, acknowledgment or other writing buyer may give or receive. If buyer's purchase order is used to accept the offer tendered by Zeiss, the terms and conditions on this Agreement will control and the issuance of the purchase order by buyer will operate as acceptance by buyer of Zeiss' terms.



ATTACHMENT # 1

CZI STOCK ON MEMO ACCOUNT
ONE ZEISS DRIVE
THORNWOOD , NY 10594

Total:	\$0.00
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* NOTE: Surcharges are applied to all billing intervals other than Full and in Advance

INVOICE DATES AND AMOUNTS



ATTACHMENT # 2

Advanced Imaging Microscopy Service Agreement Coverage

LSM 510, LSM 5 LIVE and LSM DuoScan Coverage Includes:

Basic LSM, Microscope(s) [1], System Table, Scan Module(s) [1], META Detector [1], NDDs [1], Laser Module(s), Electronics Controller, System Computer [3], Image Monitor(s), AIM Software, Stage, Incubator, AxioCam, HeNe Lasers [2], VIS Ar Laser [2], 405nm, 488nm, 440nm, 532nm, 635nm Diode Laser(s) [2].

LSM Pascal Coverage Includes:

Basic LSM Pascal, Microscope(s) [1], System Table, Scan Module, Laser Module(s), Electronics Controller, System Computer [3], Image Monitor(s), AIM Software, Stage, Incubator, AxioCam, HeNe Lasers [2], VIS Ar Laser [2], 405nm Diode Laser [2].

ConfoCor 2 and ConfoCor 3 Coverage Includes:

Basic ConfoCor 2 and ConfoCor 3 system, Microscope [1], System Table, Detection Head, Laser Module, Electronics Controller, System Computer [3], Image Monitor(s), AIM Software, Stage, HeNe Lasers [2], VIS Ar Laser [2].

BioRad System Coverage Includes:

Basic Scanning Head, fiber optic delivery system, control and acquisition system, BioRad software and Ar, HeNe, Red diode, Kr and KrAr lasers [2] (see Laser coverage). Coverage excludes Microscope(s) and accessories and computer system(s).

[1] Microscope, Scan Head, META and NDD Coverage:

Systems including any of the above items are required to be covered in total. All microscopes, NDDs and META detectors integrated in a AIM system must be listed on Attachment 1, "Equipment Details", to ensure coverage.

[2] Laser Coverage:

All Zeiss HeNe lasers, VIS Ar lasers and 405nm, 488nm, 440nm, 532nm, 635nm Diode lasers are fully covered. ArKr and UV (Coherent) laser heads and laser power supplies carry Carl Zeiss MicroImaging, Inc. labor coverage only. Extended material coverage may be purchased for the ArKr laser system. The NLO laser system is not covered under the Service Agreement.

All BioRad Ar, HeNe, Red Diode, Kr and KrAr lasers are fully covered. HeCd 442, Kr-568, UV (Coherent), and 561nm Diode Laser, and laser power supplies carry Carl Zeiss MicroImaging, Inc. labor coverage only. Extended service coverage must be purchased for Blue Diode laser systems. Multi-Photon laser systems are not covered under the Service Agreement.

[3] Zeiss System Computer Coverage:

Coverage is limited to Zeiss system computer. Stand alone workstation PCs are not covered. The coverage is limited to the restoration of the system functionality and does not include the recovery of lost data or non-Zeiss software. Customer is responsible for routine PC maintenance, including data backup and removal of data from the Hard Drive to prevent overfill which may cause operating system malfunctions. Problems caused by customer intervention (e.g. deleted system files, failures due to hardware changes) are not covered.

Software Upgrades:

Software Upgrades are available on an "as-issued" basis. The standard time and material rates apply for all off-line workstations that need to be upgraded to the current software level.

Objectives:

Service Agreements cover Zeiss Objective repairs unless Carl Zeiss MicroImaging, Inc. has determined the damage is due to abuse or neglect or are specifically excluded (e.g. BioRad systems). All Zeiss objectives are repaired at the Carl Zeiss factory in Germany.

Disposable/Exempt Items:

Items such as, but not limited to, batteries and light bulbs have a limited life. These items, as well as the labor related to the replacement of these items, are not covered under the Service Agreement. Items not purchased from Zeiss are not covered.

Preventative Maintenance:

Contract term must be greater than 6 months.